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and Indigo Technologies, LLC*

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

**GENTEX CORPORATION and INDIGO
TECHNOLOGIES, LLC,**

Plaintiffs,

THALES VISIONIX, INC.,

Involuntary Plaintiff,

v.

META PLATFORMS, INC. and META PLATFORMS TECHNOLOGIES, LLC

Defendants.

Case No. 4:22-cv-03892-YGR

**PLAINTIFFS' ADMINISTRATIVE
MOTION TO SEAL PORTIONS OF AND
EXHIBIT TO REPLY IN SUPPORT OF
JOINT MOTION TO DISMISS**

Judge: Hon. Yvonne Gonzalez Rogers

Pursuant to Civil Local Rules 7-11 and 79-5(d) and (e), plaintiffs Gentex Corporation (“Gentex”) and Indigo Technologies, LLC (“Indigo”) (collectively, “Plaintiffs”) hereby move for an order sealing certain portions of and Exhibit D to the Reply in Support of the Motion to Dismiss

1 (“Reply”) filed by Plaintiffs and defendants Meta Platforms, Inc. and Meta Platforms Technologies,
 2 LLC (collectively, “Meta”).

3 When considering a motion to seal, the Court must “conscientiously balance the competing
 4 interests of the public and the party who seeks to keep certain judicial records secret.” *Ctr. For Auto*
5 Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1097 (9th Cir. 2016) (cleaned up). Where, as here, the
6 motion is only tangentially related to the merits of the case, a “particularized showing” under the good
7 cause standard of Rule 26(c) suffices to grant a motion to seal. *See id.* at 1099; *Kamakana v. City &*

8 *Cnty. of Honolulu*

9 , 447 F.3d 1172, 1179-80 (9th Cir. 2006); *Exeltis USA Inc. v. First Databank, Inc.*,
 10 2020 WL 2838812, at *1 (N.D. Cal. June 1, 2020).¹ Courts routinely conclude that “confidential
 11 business information” in the form of ‘license agreements, financial terms, details of confidential
 12 licensing negotiations, and business strategies’ satisfy the good cause or compelling reasons standard
 13 for sealing. *Exeltis*, 2020 WL 2838812, at *1; *In re Qualcomm Litig.*, 2017 WL 5176922, at *2 (S.D.
 14 Cal. Nov. 8, 2017).

15 Portions of the Reply reference Exhibits A and B to Plaintiffs’ and Meta’s Joint Motion to
 16 Dismiss (“Motion”), Dkt. No. 137-3. Exhibit A to the Motion is a copy of the settlement agreement
 17 (the “Agreement”) signed between Plaintiffs and Meta on January 9, 2024. Dkt. No. 137-4. Exhibit
 18 B to the Motion is a copy of the term sheet (the “Term Sheet”) signed between Plaintiffs, Meta, and
 19 Involuntary Plaintiff Thales Visionix, Inc. (“Thales”) on December 21, 2023. Dkt. No. 137-5.
 20 Plaintiffs previously moved to maintain Exhibits A and B under seal. Dkt. No. 137. Meta and Thales
 21 filed declarations agreeing that these exhibits also reflect their confidential business information. Dkt.
 22 No. 140; Dkt. No. 145-1.

23 As explained in Plaintiffs’ prior motion to seal, the Agreement and Term Sheet reflect sensitive
 24 business information of Plaintiffs. Dkt. No. 137 at 2–3. Portions of the Reply² quote from and/or

25 ¹ Even if the court were to apply a “compelling reasons” standard, *see Kamakana*, 447 F.3d 1172 at
 26 1180, the parties have shown that there are compelling reasons to seal the Agreement and Term Sheet.

27 ² These portions include: page 2, lines 24-27; page 3, lines 5-6; page 5, line 27; page 6, lines 19-24;
 28 page 7, lines 1-5, 12-13; page 7, lines 25-27; page 8, lines 6-7, 26-28; page 9, lines 6-7, 10, 14, 26-27;
 page 10, line 6; and page 11, lines 19-21.

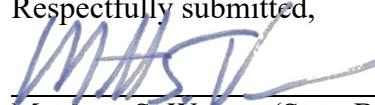
1 discuss the confidential terms of the Agreement and the Term Sheet, and therefore similarly reflect
 2 Plaintiffs' sensitive business information. Harber Decl. ¶ 3. Exhibit D to the Reply also discusses the
 3 confidential terms of the Term Sheet, as do the portions of the Reply³ that cite to or quote from Exhibit
 4 D. Harber Decl. ¶ 4. Exhibit D and the portions of the Reply that refer to it also reflect Plaintiffs'
 5 sensitive business information. *Id.* Other portions of the Reply⁴ discuss the details of confidential
 6 licensing negotiations between Plaintiffs, Thales, and Meta. Harber Decl. ¶ 5. These portions of the
 7 Reply are highlighted in yellow.

8 Each is a source of information that may harm the parties' "competitive standing" if disclosed
 9 publicly. *FTC v. Microsoft Corp.*, 2023 WL 5186252, at *1 (N.D. Cal. Aug. 11, 2023). Further, the
 10 Agreement and Term Sheet, and the details about their negotiations, have no bearing on the "merits"
 11 of the case. The parties have provided this information solely to explain that they have resolved all of
 12 the claims at issue. Given that this confidential business information that does not bear on the merits
 13 of any claim in this action, the good cause for sealing outweighs the public's interest in access to
 14 judicial records. *See id.*

15 Accordingly, Plaintiffs respectfully request that the Court seal the portions of the Reply
 16 highlighted in yellow, and Exhibit D to the Reply.

17 Dated: February 7, 2024

18 Respectfully submitted,

19 
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³ These portions include: page 2, line 3; page 7, line 21; page 10, line 22; and page 12, lines 27-28.

⁴ These portions include: page 7, lines 12-14; page 8, lines 27-28; page 11, lines 1-18, 22-25; page 12, lines 1-6, 12-13; and page 13, line 11.

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